

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Cash Maintenance Bond with Escrow Agreement for the project known as Aloma Jancy in the amount of \$1,623.00

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: Andrew Neff

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Cash Maintenance Bond with Escrow Agreement for the project known as Aloma Jancy in the amount of \$1,623.00.

District 1 Bob Dallari

Bob Briggs (ext 2148)

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Cash Maintenance Bond w/ Escrow Agreement (Check #2361) in the amount of \$1,623.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Aloma Jancy.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$1,623.00 for the project known as Aloma Jancy.

ATTACHMENTS:

1. Request for Release

Additionally Reviewed By: No additional reviews

Aloma Jancy Animal Hospital
3370 Pet Country Ct.
Oviedo, FL 32765
407-671-1183

October 20, 2009

Dear Becky:

I am requesting the release of the original Maintenance Bond for our business, Aloma Jancy Animal Hospital, 3370 Pet Country Ct., Oviedo, FL 32765. Please let me know if there is anything further we need to do. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Lori J. Smith".

Lori Smith
Practice Manager

ENVIRONMENTAL SERVICES DEPARTMENT



October 9, 2009

Aloma Jancy Animal Hospital
3370 Pet Country Ct
Oviedo, FL 32765

Re: Cash Maintenance Bond w/ Escrow Agreement
Project Name: Aloma Jancy Animal Hospital
CK# 2361
Amount: \$1,623.00
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **08/14/09** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **10/02/2009**, the Seminole County Water and Sewer Inspector found no deficiencies.

Therefore, the above mentioned Maintenance Agreement may be released as required by the Land Development Code.

Please send request for release of the original Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of SEPTEMBER, 2007, between ALOMA SANCTUARY ANIMAL HOSPITAL INC hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as ALOMA SANCTUARY ANIMAL HOSPITAL as recorded in Plat Book 2, Page 61, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated , 20 , (as subsequently revised or amended on , 20) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from SEPTEMBER 21, 2007; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. currency) in the sum of ONE THOUSAND SIX HUNDRED TWENTY THREE DOLLARS (\$ 1623.00).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.
2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of ONE THOUSAND SIX HUNDRED TWENTY THREE DOLLARS (\$ 1623.00) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.
3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.
4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of ONE THOUSAND SIX HUNDRED TWENTY THREE DOLLARS (\$ 1623.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from SEPTEMBER 21, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.
5. The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.
6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the costs thereof, including, but not limited to engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.
7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

GREGORY MURRAY

By: [Signature]

(CORPORATE SEAL)

Date: SEPTEMBER 21, 2007

I HEREBY CERTIFY that, on this 21 day of SEP, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GREGORY MURRAY and GREGORY MURRAY, as President and Secretary, respectively, of ALOMA SANITARY AND SEWER DISTRICT, a CORPORATION organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL

[Signature]
Notary Public Signature

WITNESSES:

[Signature]
Sheena Britton McKinney

UTILITIES
SEMINOLE COUNTY, FLORIDA

[Signature]
Utilities Manager

Date: 11/1/07

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SEE ALOMA JANCY ANIMAL HOSPITAL INC as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of ONE THOUSAND SIX HUNDRED TWENTYTHREE DOLLARS (\$1623.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind ALOMA JANCY ANIMAL HOSPITAL, INC respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated _____, 20____ including surveying, engineering, and land clearing, for ALOMA JANCY ANIMAL HOSPITAL Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED SEPTEMBER 21, 2007.

3370 PET COUNTRY COURT
Address

ONIEDO, FL 32765

GREGORY MURRAY (PRINCIPAL)

By: [Signature] (Signature)

Its PRESIDENT (Title)

[CORPORATE SEAL]



ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name ALOMA JANCY ANIMAL HOSPITAL
Address 3370 PET COUNTRY CT
City OVIEDO, FL 32765 Phone 407-671-1183
Subdivision ALOMA JANCY ANIMAL HOSPITAL Acct # _____
Cycle/Rt # _____
Lot # _____ Street # _____ Project # _____

PLEASE PLACE INTO ESCROW THE TWO
YEAR CASH MAINT BOND.

PAID:

Miscellaneous \$ 1,623.00
Water \$ _____
Sewer \$ _____
Meter Set \$ _____
Deposit \$ _____
TOTAL \$ 1,623.00

✓ # 2361

BY: B. NOGGLE *[Signature]* DATE: 9/26/07

Southeast Regional – Winter Park: (407) 665-2767
Greenwood – Lake Mary: (407) 321-0349

UTILITY AGREEMENT/OFFICE USE ONLY

BCC APPROVED _____

PLACED IN ESCROW X

WHITE/OFFICE

GREEN/FINANCE

CANARY/DEPOSIT

PINK/CONSUMER

GOLD/DEVELOPMENT FILE